

1 **IN THE UNITED STATES DISTRICT COURT**

2 **EASTERN DISTRICT OF VIRGINIA**

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5 **JERRY WILLIAM ROBINSON**

6 **3837 Peach Orchard Circle**

7
8 **Portsmouth, VA 23703 Plaintiff,**

9 **vs,**

No.

10 **CONVERGENT OUTSOURCING**

11 **800 SW 39th STREET**

12 **Renton, WA 98057 Defendant.**

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15 **COMPLAINT**

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17 **PRELIMINARY STATEMENT**

18 **1. This is an action for damages brought from violations of the (FDCPA)Fair Debt Collection**
19 **Practices Act *et seq.*, 15 U.S.C. § 1692, (TCPA)Telephone Consumer Protection Act 47 U.S.C.**
20 **§227 and (FCRA) Fair Credit Reporting Act *et seq.* 15 U.S.C. §1681**
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23 **JURISDICTION**

24 **2. The jurisdiction of this Court is conferred by 15 U.S.C. §1681p.**
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FACTUAL ALLEGATIONS

3. On 03/20/2014 Plaintiff requested his consumer credit report and discovered that on : December 19, 2013, December13, 2013, August 30, 2013 and July30, 2013 defendant initiated a soft pull of plaintiff's credit report from EXPERION (Report# 1845-8937-61) without permissible purpose.

4. On February 24, 2014, an agent of Convergent Outsourcing called my cell phone (757) 515-7447 using an automatic telephone dialing system without my permission. In addition, the defendant did not state in the initial communication that they were debt collectors attempting to collect a debt and that all information would be used to collect said debt. Further, the defendants did not send a verification letter within 30 days after the initial contact.

COUNT I

**VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681
WILLFUL NON-COMPLIANCE BY DEFENDANT CONVERGENT OUTSOURCING**

5. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).

6. Convergent Outsourcing is a furnisher of information within the meaning of the FCRA, 15 U.S.C. §1681s-2.

7. Convergent Outsourcing willfully violated the FCRA. Defendant's violations include, but are not limited to, the following:

(a) Convergent Outsourcing willfully violated 15 U.S.C. §1681b(f) by obtaining Plaintiff's consumer credit report without a permissible purpose as defined by 15 U.S.C. §1681b on December 19, 2013, December13, 2013, August 30, 2013 and July30, 2013.

WHEREFORE, Plaintiff demands judgment for damages in the amount of \$6,000 against

1 Convergent Outsourcing for actual or statutory damages, and punitive damages attorney's fees and
2 costs, pursuant to 15 U.S.C. §1681n.
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5 **COUNT II**

6 **VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681**

7 **NEGLIGENT NON-COMPLIANCE BY DEFENDANT**

8 **CONVERGENT OUTSOURCING**
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10 8. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).

11 9. Convergent Outsourcing is a furnisher of information within the meaning of the FCRA, 15
12 U.S.C. §1681s-2.

13 10. Convergent Outsourcing negligently violated the FCRA. Defendant's violations include, but
14 are not limited to, the following:

15 (a) Convergent Outsourcing negligently violated 15 U.S.C. §1681b(f) by obtaining Plaintiff's
16 consumer report without a permissible purpose as defined by 15 U.S.C. §1681b on December 19,
17 2013, December 13, 2013, August 30, 2013 and July 30, 2013.
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19 **WHEREFORE**, Plaintiff demands judgment for damages in the amount of \$6,000 against
20 Convergent Outsourcing for statutory damages, and attorney's fees and costs, pursuant to 15
21 U.S.C. § 1681o(a).
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24 **COUNT III**

25 **VIOLATIONS OF THE TELEPHONE CONSUMER PROTECTION ACT 47 U.S.C. §227 BY**

26 **DEFENDANT CONVERGENT OUTSOURCING**
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1 Convergent Outsourcing has demonstrated willful or knowing non- compliance with 47 U.S.C.
2 §227(b)(1)(A) by using an automatic telephone dialing system to call the Plaintiff's number
3 Telephone number, (757) 515-7447 On February 24, 2014. Convergent Outsourcing called
4 Plaintiffs cell phone , which is assigned to a cellular telephone service. The Plaintiff has never
5 given Convergent Outsourcing permission to call Plaintiffs cell phone. Plaintiff is entitled to
6 damages of \$1500 per violation pursuant to 47 U.S.C. §227(b)(3)(B). Plaintiff and Convergent
7 Outsourcing do not have an established business relationship within the meaning of 47 U.S.C.
8 §227.

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10 **WHEREFORE**, Plaintiff demands judgment for damages in the amount of \$1,500 against
11 Convergent Outsourcing for statutory damages, and attorney's fees and costs, pursuant to 15
12 U.S.C. § 1681n(a).
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15 **COUNT IV**

16 **VIOLATIONS OF THE TELEPHONE CONSUMER PROTECTION**
17 **ACT 47 U.S.C. §227 BY DEFENDANT CONVERGENT OUTSOURCING**
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19 12. Convergent Outsourcing has negligently demonstrated non- compliance with 47 U.S.C.
20 §227(b)(1)(A) by using an automatic telephone dialing system to call the Plaintiff's telephone
21 number, (757) 515-7447, which is assigned to a cellular telephone service. 14. Convergent
22 Outsourcing has negligently demonstrated non- compliance with 47 U.S.C. §227(b)(1)(A) by
23 using an automatic telephone dialing system to call the Plaintiff's number (757) 515-7447 On
24 February 24, 2014. Convergent Outsourcing called Plaintiffs cell phone , which is assigned to a
25 cellular telephone service. The Plaintiff has never given Convergent Outsourcing permission to
26 call Plaintiffs cell phone. Plaintiff is entitled to damages of \$1,500 per violation pursuant to 47
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1 U.S.C. §227(b)(3)(B). Plaintiff and Convergent Outsourcing do not have an established business
2 relationship within the meaning of 47 U.S.C. §227.

3 **WHEREFORE**, Plaintiff demands judgment for damages in the amount of \$1,500 against
4 Convergent Outsourcing for statutory damages, and attorney's fees and costs, pursuant to 15
5 U.S.C. § 1681o(a).
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8 **COUNT V**

9 **VIOLATIONS OF THE FAIR DEBT COLLECTIONS PRACTICES**

10 **ACT 15 U.S.C. 1692 § 807 BY DEFENDANT CONVERGENT OUTSOURCING**
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13 15. Convergent Outsourcing has demonstrated willful or knowing non-compliance with 15 U.S.C.
14 1692e § 807 (11). On February 24, 2014, Convergent Outsourcing called plaintiff's cell phone
15 number (757) 515-7447, and failed to state that they were debt collectors attempting to collect on
16 a debt and that the information obtained would be used for that purpose.
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18 16. Convergent Outsourcing has demonstrated willful or knowing non-compliance with 15 U.S.C.
19 1692g § 809 (a) Defendant contacted Plaintiff on February 24, 2014 and failed to send a
20 validation letter within 30 day of the initial contact.
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22 **WHEREFORE**, Plaintiff demands judgment for damages in the amount of \$3,000 against
23 Convergent Outsourcing for statutory damages, and attorney's fees and costs, pursuant to 15
24 U.S.C. § 1681o(a).
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26 **COUNT VI**

27 **VIOLATIONS OF THE FAIR DEBT COLLECTIONS PRACTICES**
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ACT15 U.S.C. 1692 § 807 BY DEFENDANT CONVERGENT OUTSOURCING

15. Convergent Outsourcing has negligently demonstrated non-compliance with 15 U.S.C. 1692e § 807 (11). On February 24, 2014, Convergent Outsourcing called plaintiff's cell phone number (757) 515-7447, and failed to state that they were debt collectors attempting to collect on a debt and that the information obtained would be used for that purpose.

16. Convergent Outsourcing has demonstrated willful or knowing non-compliance with 15 U.S.C. 1692g § 809 (a) Defendant contacted Plaintiff on February 24, 2014 and failed to send a validation letter within 30 day of the initial contact.

WHEREFORE, Plaintiff demands judgment for damages in the amount of \$3,000 against Convergent Outsourcing for statutory damages, and attorney's fees and costs, pursuant to 15 U.S.C. § 1681o(a).

Plaintiff is entitled to damages totaling \$21,000(Twenty one thousand dollars).

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury of all issues so triable as a matter of law.

Respectfully submitted this 9th day of May, 2014



JERRY WILLIAM ROBINSON

3837 Peach Orchard Circle

Portsmouth, VA 23703

757-515-7447


CERTIFICATE OF SERVICE

**I Jerry W. Robinson certify that I filed the foregoing in the U.S. District Court
Eastern District Norfolk Virginia.**

I also Certify that I mailed the same by to:

**CONVERGENT OUTSOURCING
c/o C T CORPORATION SYSTEMS
505 UNION AVE SE STE 120
OLYMPIA, WA 98501**

**CONVERGENT OUTSOURCING
c/o C T CORPORATION SYSTEMS
4701 COX RD STE 285
GLEN ALLEN, VA 23060**


**Jerry W. Robinson
3837 Peach Orchard Circle
Portsmouth, Virginia 23703
(757) 515-7447**